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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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IBM CORPORATION
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EXAMINER

CANGIALOSI, SALVATORE A

ART UNIT PAPER NUMBER

3621

DATE MAILED: 03/17/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

10/017,814

Applicant(s)

DAN ET AL.

Examiner

Salvatore Cangialosi

Art Unit

3621

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 16 December 2004.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-31 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-31 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

Art Unit: 3621

1. The following is a quotation of 35 U.S.C. § 103 which forms the basis for all obviousness rejections set forth in this Office action:

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Subject matter developed by another person, which qualifies as prior art only under subsection (f) or (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

2. Claims 1-31 are rejected under 35 U.S.C. § 103 as being unpatentable over Riggan et al (6490252) or Zinky et al (6691148) in view of Sreenan (5742772) and either Broerman (6401111) or Dan et al (6401111).

Regarding claim 1, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclose method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces substantially as claimed. The differences between the above and the claimed invention is the use of a sponsored party. It is noted that, in as much as the sponsored party is and

Art Unit: 3621

intervening party between the user and the service provider, any network management interface performing the same function would be functionally equivalent to the claim limitations. Note the arguments dated 12/16/2004 are moot due the new ground of rejection. Sreenan (See Figs. 6-7) show a resource manager intervening interface in a QOS contract environment. Each of Dan et al (See Fig. 11 and cols. 1 and 2) or Broerman (See Fig. 3) show a multiplicity of distinct parties between the two parties (buyer and seller) to a transaction and it is obvious that these parties are equivalent to sponsored parties. It would have been obvious to the person having ordinary skill in this art to provide a similar arrangement for Riggan et al or Zinky et al as taught by Sreenan because resource manager intervening interfaces are conventional functional equivalents of the claim limitations. Regarding the sponsor party limitations of claim 2, the Sreenan's use of resource manager intervening interfaces are conventional functional equivalents of the claim limitations. Regarding contract limitations of claim 3, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding monitoring limitations of claim 4, Riggan

Art Unit: 3621

et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding the distinctness limitations of claim 5, the distinct resource manager intervening interfaces of Sreenan are conventional functional equivalents of the claim limitations. Regarding service level limitations of claim 6, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract is conventional functional equivalent of the claim limitations. Regarding service level limitations of claim 7, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract between at least two parties with a plurality of distinct intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding the violation notice limitations of claim 8, the distinct resource manager notifying

Art Unit: 3621

client of error(Col. 11, lines 25-35) of Sreenan are conventional functional equivalents of the claim limitations. Regarding outsourcing of service limitations of claim 9, Riggan et al(See Fig. Element 212) method for creating and monitoring a quality of service contract between at least two parties with a plurality of distinct intervening network management interfaces employing alternate networks is the conventional functional equivalent of the claim limitations. Regarding monitoring limitations of claim 10, Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding additional service limitations of claim 11, Riggan et al(See Fig. Element 212) method for creating and monitoring a quality of service contract between at least two parties with a plurality of distinct intervening network management interfaces employing alternate networks is the conventional functional equivalent of the claim limitations. Regarding multi-party limitations of claim 12, Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract

Art Unit: 3621

by electronic means between at least two parties with a plurality of distinct intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding contract limitations of claim 13, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of distinct intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding system limitations of claim 14, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of distinct intervening network management interfaces including system configuration (See Fig. 2) is conventional functional equivalent of the claim limitations. Regarding violation limitations of claims 15-17, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of distinct intervening network management interfaces including violation monitoring (See Col. 5, lines 30-40) and correction is conventional functional equivalent of the claim limitations.

Art Unit: 3621

Regarding claim 18, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclose means for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces substantially as claimed. The differences between the above and the claimed invention is the use of a sponsored party. It is noted that, in as much as the sponsored party is an intervening party between the user and the service provider, any network management interface performing the same function would be functionally equivalent to the claim limitations. Sreenan (See Figs. 6-7) show a resource manager intervening interface in a QOS contract environment. Each of Dan et al (See Fig. 11 and cols. 1 and 2) or Broerman (See Fig. 3) show a multiplicity of distinct parties between the two parties (buyer and seller) to a transaction and it is obvious that these parties are equivalent to sponsored parties. It would have been obvious to the person having ordinary skill in this art to provide a similar arrangement for Riggan et al or Zinky et al as taught by Sreenan because resource manager intervening interfaces are conventional functional equivalents of the claim limitations. Regarding the sponsor party limitations of claim 19, the Sreenan's use of resource manager intervening interfaces are conventional functional equivalents of the claim limitations. Regarding

Art Unit: 3621

contract limitations of claim 20, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding monitoring limitations of claim 21, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding the distinctness limitations of claim 22, the distinct resource manager intervening interfaces of Sreenan are conventional functional equivalents of the claim limitations. Regarding service level limitations of claim 23, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract is conventional functional equivalent of the claim limitations. Regarding service level limitations of claim 24, Riggan et al (See Figs. 3A-

Art Unit: 3621

6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract between at least two parties with a plurality of distinct intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding the violation notice limitations of claim 25, the distinct resource manager notifying client of error (Col. 11, lines 25-35) of Sreenan are conventional functional equivalents of the claim limitations. Regarding outsourcing of service limitations of claim 26, Riggan et al (See Fig. Element 212) method for creating and monitoring a quality of service contract between at least two parties with a plurality of distinct intervening network management interfaces employing alternate networks is the conventional functional equivalent of the claim limitations. Regarding task limitations of claim 27, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces is conventional functional equivalent of the claim limitations. Regarding additional service limitations of claim 28, Riggan et al (See Fig. Element 212) method for creating and monitoring a quality of

Art Unit: 3621

service contract between at least two parties with a plurality of distinct intervening network management interfaces employing alternate networks is the conventional functional equivalent of the claim limitations. Regarding multi-party limitations of claim 29, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclosed method for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of distinct intervening network management interfaces is conventional functional equivalent of the claim limitations.

Regarding claim 30, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclose means for creating and monitoring a quality of service contract by electronic software means between at least two parties with a plurality of intervening network management interfaces substantially as claimed. The differences between the above and the claimed invention is the use of a sponsored party. It is noted that, in as much as the sponsored party is and intervening party between the user and the service provider, any network management interface performing the same function would be functionally equivalent to the claim limitations. Sreenan (See Figs. 6-7) show a resource manager intervening interface in a QOS contract environment. Each of Dan et al (See Fig. 11 and

Art Unit: 3621

cols. 1 and 2) or Broerman (See Fig. 3) show a multiplicity of distinct parties between the two parties (buyer and seller) to a transaction and it is obvious that these parties are equivalent to sponsored parties. It would have been obvious to the person having ordinary skill in this art to provide a similar arrangement for Riggan et al or Zinky et al as taught by Sreenan because resource manager intervening interfaces are conventional functional equivalents of the claim limitations. Regarding claim 31, Riggan et al (See Figs. 3A-6, Col. 1, lines 50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines 5-20, Cols. 6 and 7 and claims 1-27) disclose system for creating and monitoring a quality of service contract by electronic means between at least two parties with a plurality of intervening network management interfaces including violation monitoring (See Col. 5, lines 30-40, Riggan et al) substantially as claimed. The differences between the above and the claimed invention is the use of a sponsored party. It is noted that, in as much as the sponsored party is an intervening party between the user and the service provider, any network management interface performing the same function would be functionally equivalent to the claim limitations. Sreenan (See Figs. 6-7) show a resource manager intervening interface in a QOS contract environment. Each of Dan et al (See Fig. 11 and cols. 1 and 2) or Broerman (See Fig. 3) show a multiplicity of distinct parties between the two parties (buyer and seller) to a transaction and it

Art Unit: 3621

is obvious that these parties are equivalent to sponsored parties. It would have been obvious to the person having ordinary skill in this art to provide a similar arrangement for Riggan et al or Zinky et al as taught by Sreenan because resource manager intervening interfaces are conventional functional equivalents of the claim limitations.

Any inquiry concerning this communication should be directed to Salvatore Cangialosi at telephone number (703) 305-1837. The examiner can normally be reached 6:30 Am to 5:00 PM, Tuesday through Friday. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Trammell, can be reached at (703) 305-9768.

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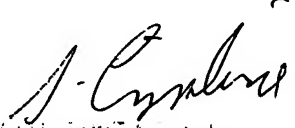
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13

Art Unit: 3621

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Technology Center 3600 Customer Service Office whose telephone number is (703) 306-5771.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).


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